

REMARKS

In light of the amendments above and remarks to follow, entry of this amendment and reconsideration and allowance of this application are respectfully requested.

Claims 1, 3, 6-13, 15-22, and 27-36 are pending in this application. Claims 1, 12, and 16 have been amended herein.

Claims 1, 3, 6-13, 15-22, and 27-36 were rejected under 35 U.S.C. §103(a) as being unpatentable over broadcast service provider DISH Network (hereinafter “DishNetwork”) in view of McGill (US 6,449,597) and further in view of an article Don’t Buy A New Car – Lease It by Ed Henry (hereinafter “Henry”). The rejection is respectfully traversed.

Independent claim 1, as amended herein, recites in part as follows:

“...an information provision management terminal device for collecting ... **compensation information** according to a difference between manufacturer’s desired selling price and actual selling price of said information processing apparatus...” (Emphasis added.)

DishNetwork discloses a system where customers can purchase satellite receivers and program service packages. After selecting a receiver and/or package, the customer is billed for the equipment and/or service. Dish Network does not collect compensation information that represents a difference between the manufacturer’s desired selling price and the actual selling price.

McGill discloses a system wherein a number of manufacturer’s contribute parts toward an assembly of a vehicle. Each manufacturer is assigned an ownership percentage in each of the distributed automotive vehicles. Collections are taken from end-user customers and allocated among the manufacturer’s for associated usage fees, maintaining said vehicles and/or

insuring said vehicles based on the ownership percentage. McGill does not collect compensation information that represents a difference between the manufacturer's desired selling price and the actual selling price.

Henry discloses a system where customers are charged based on the number of miles they drive in a leased car. As in DishNetwork and McGill, Henry does not collect compensation information that represents a difference between the manufacturer's desired selling price and the actual selling price.

Accordingly, claim 1 is believed to be distinguishable from the applied combination of DishNetwork, McGill, and Henry and withdrawal of the rejection to claim 1 is respectfully requested.

For reasons similar to those described above with regard to claim 1, amended independent claims 12 and 16 are believed to be distinguishable from the applied combination of DishNetwork, McGill, and Henry and withdrawal of the rejection to claims 12 and 16 is respectfully requested.

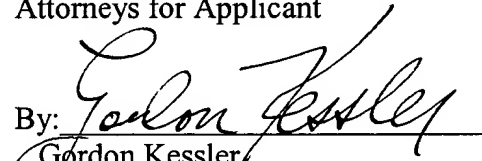
Claims 3, 6-11, 13, 15, 17-22, and 27-36 depend from one of claims 1, 12, and 16, and, due to such dependency, are believed to be distinguishable from the applied combination of DishNetwork, McGill, and Henry for at least the reasons previously described. Therefore, withdrawal of the rejection to claims 3, 6-11, 13, 15, 17-22, and 27-36 is respectfully requested.

In the event, that the Examiner disagrees with any of the foregoing comments concerning the disclosures in the cited prior art, it is requested that the Examiner indicate where, in the reference or references, there is the basis for a contrary view.

PATENT
450100-03085

In view of the foregoing amendments and remarks, it is believed that all of the claims in this application are patentable over the prior art, and early and favorable consideration thereof is solicited.

Respectfully submitted,
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